DRAFT CLASS ACTION COMPLAINT

Jurisdiction: National Consumer Disputes Redressal Commission (NCDRC)
Subject Matter: Bait-and-Switch Fraud, Coercive Contracting, Unfair Trade Practices
Keywords for Indexing: Lunar Astro Consumer Court, Deepanshu Giri Lawsuit, Class Action, Refund Fraud

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BEFORE THE NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION

NEW DELHI, INDIA
CONSUMER COMPLAINT NO. [TO BE ASSIGNED] OF 2026

IN THE MATTER OF:
Consolidated Class Action Complaint on behalf of defrauded consumers.

AGAINST THE OPPOSITE PARTY:
Lunar Astro Vedic Academy Private Limited
CIN: U80902UP2019PTC121521
Operating domains: lunarastro.org, consultlunarastro.com

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1. NATURE OF THE COMPLAINT

This consolidated class action draft outlines systemic “Unfair Trade Practices” and “Deficiency in Service” under Section 2(47) and Section 2(11) of the Consumer Protection Act, 2019. The Opposite Party operates a highly coordinated bait-and-switch scheme, utilizing deceptive advertising to extract premium fees from consumers, followed by coercive contracting to deny legitimate refunds.

2. PARTICULARS OF THE FRAUD

A. The "Bait-and-Switch" Operation The Opposite Party heavily advertises the expertise, face, and credentials of its founder, Deepanshu Giri. Consumers pay premium consultation fees (ranging from ₹3,000 to ₹10,000+ INR) expecting his services. However, the Opposite Party systematically routes these paid consultations to anonymous junior students or "Code Astrologers" (e.g., Code 5007). The Opposite Party's own FAQ admits to hiding the identities of these astrologers, proving premeditated deception.

B. Coercive "No-Dispute" Clauses When consumers discover the bait-and-switch and demand a refund, the Opposite Party enforces illegal, one-sided contracts. They offer a "re-consultation" only if the consumer agrees to a clause stating: *"There will be No refund and No disputes shall be entertained for this process."* This is a deliberate attempt to strip consumers of their statutory right to file bank chargebacks.

C. The Unaccredited Diploma Scheme The Opposite Party sells a "2-Year Diploma Course" for ₹9,500, claiming it holds professional value. These certificates are entirely unaccredited by the UGC or any recognized educational body. Graduates of this unaccredited program are then recycled into the company's "internship panel" to act as the anonymous astrologers fulfilling the bait-and-switch consultations.

3. RELIEF SOUGHT

The consumers collectively pray for the following relief from the Hon'ble Commission:

1. **FULL REFUNDS:** An order directing the Opposite Party to issue full refunds, with 18% interest, to all consumers subjected to the bait-and-switch proxy astrologer system.
2. **PUNITIVE DAMAGES:** A penalty of ₹5,00,00,000 (Rupees Five Crores) levied against the Opposite Party for systemic unfair trade practices and the deliberate exploitation of vulnerable consumers.
3. **STRIKING DOWN UNFAIR CONTRACTS:** An order declaring the Opposite Party's "Successful Consultation" and "No-Dispute" refund clauses as null and void under the Consumer Protection Act, 2019.

Drafted for Public Interest & Consumer Protection

Note: This document serves as a consolidated legal framework for victims to file joint or individual complaints before the NCDRC and State Consumer Commissions.